

AGREEMENT BETWEEN
~~THE HUNTERDON CENTRAL REGIONAL~~
HIGH SCHOOL ADMINISTRATORS ASSOCIATION

AND

THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL
BOARD OF EDUCATION (Employer)

X JULY 1, 1989 THROUGH JUNE 30, 1992

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**Agreement between the Hunterdon Central Regional
High School Administrators Association and the Hunterdon Central
Regional High School Board of Education**

July 1, 1989 through June 30, 1992

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PREAMBLE

THIS AGREEMENT is made and entered into this third day of October, 1989

BETWEEN THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL BOARD OF EDUCATION, HUNTERDON COUNTY, NEW JERSEY, hereafter the "Board";

AND THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL ADMINISTRATORS ASSOCIATION, hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of the appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission.

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I

RECOGNITION

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being recognized majority representative of the unit of the Board's employees consisting of the following personnel employed by the Board:

Department Supervisors/Coordinators
Vice Principals
Supervisor of Athletics
Educational Media Specialist
Supervisor of Vocational Programs

ARTICLE II

GRIEVANCE PROCEDURE

PREAMBLE:

Since the Board of Education must rely primarily upon the administration to carry out Board policies and to see to the orderly and efficient operation of the schools, the Board believes a quick decisive method for settling grievances and addressing problems of disharmony and/or confusion is a vital necessity. The Board believes also that it is in the ultimate best interests of all parties to this agreement to settle such problems in-house, since no third party, whatever qualifications and faculties are brought to bear, can hope to understand Hunterdon Central Regional High School policies and procedures, immediate and final objectives, or to know Hunterdon Central Regional High School personnel better than we ourselves.

In this spirit; the Board supports the following grievance procedures:

1. The purpose of this procedure is to provide an orderly internal mechanism for the settlement of grievances.

2. Definitions:

a. A "grievance" is a claim by a member of the Association; or the Association that there has been a violation of the Agreement or of Board actions in the interpretation or application thereof with respect to said member or Association, hereinafter called the "aggrieved."

b. The aggrieved is the person or persons making a complaint.

3. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) calendar days from the date of the occurrence under complaint. Failure to initiate a grievance within thirty (30) calendar days or to process the grievance to the next step of the procedure within the specified time limits shall be deemed to be acceptance of the decision rendered below.

4. Procedures:

Step One:

a. An administrator having a grievance shall discuss it with his immediate supervisor within fifteen (15) calendar days. A written record of this discussion, signed by both parties, shall be made and filed.

b. If such grievance is not resolved within seven (7) calendar days, the aggrieved may refer it in written form to the Superintendent.

Step Two:

a. If a grievance is not resolved by the Superintendent of Schools within fourteen (14) calendar days after the presentation of the grievance, the aggrieved may, within seven (7) calendar days thereafter, refer the grievance in written form to the Conflict Resolution Board.

Step Three:

a. The Conflict Resolution Board, consisting of two Board of Education members (not then serving on the Personnel Committee) to be selected by the Board, two administrators (not in any way involved in the grievance at hand) to be selected by the Hunterdon Central Administrators' Association, and two at large members (one selected by the President of the Board of Education, one by the President of the Administrators' Association, with neither being a member of the selecting group) shall review the grievance, with full power to hear all witnesses, assess all relevant information, and see all pertinent documents.

b. The Conflict Resolution Board shall, having finished its deliberations, send its findings to the President of the Board of Education and the President of the Administrators' Association. These findings shall include an assessment of the validity of the grievance at hand, recommendations for its resolution if it is found to be a valid grievance, and recommendations for avoiding similar difficulties in the future.

c. If the Conflict Resolution Board cannot resolve the difficulty in fourteen (14) calendar days, the grievance shall be referred in written form to the Board of Education or the Personnel Committee thereof.

Step Four:

a. Within twenty (20) calendar days after receipt of the grievance, the Board or the Personnel Committee thereof, shall hold a hearing in Executive Session. Both the aggrieved and the Superintendent of Schools may be present at such hearing. The Board will issue a written decision within seven (7) calendar days after the hearing. This decision may be the recommendation of the Personnel Committee, or, for more serious problems, the finding of the Board acting as a Committee of the whole. If the grievance is first reviewed and acted upon by the Personnel Committee, the grievant may submit a final appeal to the Board of Education.

Step Five:

a. If the grievance can not be resolved at Step Four, the Board of Education and the Association agree to accept binding arbitration as conducted under the guidelines of the New Jersey Public Employment Relations Commission, with findings of the binding arbitration being legally binding for all parties. The Board and the Association shall have the right to refer the decision of the Board of Education to binding arbitration by written notice to the other party with ten (10) school days of receipt of the written decision of the Board. The New Jersey Public Employment Relations Commission shall be the agency used in selecting an arbitrator and in the arbitration procedures.

b. This arbitrator, in making the award, shall be limited to the issues submitted to him/her and shall consider nothing else. The arbitrator shall not alter any part of the Agreement between the Board of Education and the Association or any policy of the Board.

c. The decision of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representative(s) shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's award.

d. The expense and salary for the services of the arbitrator shall be shared equally by the Board and the Association.

5. All meetings and hearings under the grievance procedures outlined in the five levels in this Article of the Agreement shall not be conducted in public unless so desired by the Aggrieved. The Board and the Aggrieved and his/her representatives shall mutually respect confidences regarding public disclosure of the nature of the grievance through all levels of this process. This constitutes the final phase of the grievance procedure.

ARTICLE III

PERSONAL AND ACADEMIC FREEDOM

A. The Board and the Association agree that the private and personal life of an employee is within the appropriate concern or attention of the Board only when it interferes with the employee's responsibilities to and relationship with students and/or the school system.

B. The Board and the Association agree that employees will be entitled to full rights of citizenship, and no religious or political activities of any employee outside of school, or the lack thereof, will be grounds for any disciplinary action or discrimination with respect to the employment of such employee, providing they do not violate the Constitution of the United States.

C. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of members or in the application or administration of this agreement on the basis of race, color, creed, religion, national origin, sex, age, domicile, physical handicap, or marital status.

D. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all provisions or applications shall continue in full force and effect.

ARTICLE IV

CALENDAR/WORK YEAR AND DAY

A. The school year calendars for the term of this contract shall be established in accordance with Board policy.

B. The work year of Association members will be as follows: 193 days for the vice principals and educational media specialist, and 216 days for the department supervisors/ coordinators, supervisor of athletics, and supervisor of vocational programs.

C. If the Superintendent determines additional days are deemed necessary for members of the Association, they will be compensated at a rate of \$250.00 per eight hour day.

D. Work hours will be no less than eight hours daily, but will be dictated by the needs of the district and its students.

E. School calendars for each year of the Agreement between the Board of Education and the Association shall be updated and distributed to Association members by June 1, 1990 (for the second year of the Agreement) and June 1, 1991 (for the third year of the Agreement).

School Calendar, 1989-90

Holiday Schedule

July 4, 1989	Fourth of July Observance	-1
September 4, 1989	Labor Day Observance	-1
November 9 and 10, 1989	NJEA Convention	-2
November 23 and 24, 1989	Thanksgiving Observance	-2
December 23, 1989 through January 1, 1990	Winter Holiday	-6
February 16 and 19, 1990	Presidents' Recess	-2
April 13, 1990 through April 20, 1990	Spring Recess	-6
May 28, 1990	Memorial Day Observance	-1
Total of holidays.....		-21

Total work days for Association members, July 1, 1989-June 30, 1990

Vice-principals and Educational Media Specialist 193

Department Supervisors/Coordinators,
Supervisor of Athletics, Supervisor of
Vocational Programs 216

ARTICLE V

VACATION

- A. Twelve month administrators will be granted twenty three (23) vacation days each year.
- B. In scheduling vacations, first consideration will be the needs of the school after which seniority shall govern. Eligibility will be computed as of July 1 of each year. The last two weeks before the opening of school will not be used for vacation unless approved by the Superintendent.
- C. Upon leaving Hunterdon Central Regional High School, any employee who has unused yearly vacation days due him/her will be paid for such days at their regular rate of pay.
- D. A reply to a request for vacation shall be received within ten (10) days of the request.

ARTICLE VI

SICK LEAVE

1. All members of the Hunterdon Central Regional High School Administrators Association shall be entitled to thirteen (13) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that date.
2. Non-accumulative additional sick leave benefits shall be allowed to members according to the following schedule:
 - a. First year: twenty (20) days; Second year: fifteen (15) days; Third year: ten (10) days; and every year thereafter: ten (10) days.
3. The thirteen (13) annual accumulated sick leave days shall be used before non-accumulated sick leave days.
4. The Board of Education reserves the right to require a certificate from a doctor in any case where a school employee is absent for three or more consecutive days.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

Hunterdon Central Regional High School Administrators Association members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year in addition to any sick leave to which the member is entitled:

1. Two (2) days leave of absence for personal business, or family matters which require absence during school hours. Application to the immediate supervisor for personal leave shall be made at least five (5) days before taking such leave (except in cases of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this Section. It is understood that such personal leave excludes vacations, household and other routine matters which could otherwise be equally satisfactorily performed on days when school is not in session.
2. The Board recognizes the value of school visitations and attendance at meetings or conferences of an educational nature, and encourages members of the administrative and supervisory staff to participate in those visitations, meetings, and/or conferences which can contribute to the program within the school. Adequate notice shall be given to the immediate supervisor.
3. Adequate time to attend conferences and conventions of state and national professional organizations. Application to the immediate supervisor for such leave shall be made at least five (5) days before taking such leave.
4. Time necessary for appearances in any legal proceeding, connected with employment or with the school system if the member is required by law to attend.
5. The Board shall grant one (1) day leave of absence as a family illness day.
6. The Board shall grant up to five (5) successive days at any one time in the event of death of a spouse, parent, brother, sister, and any other member of the immediate household. In all other cases, one (1) day shall be granted unless a longer leave is approved by the Superintendent.
7. Days for which applications may be made at the end of a school year and/or the beginning of a school year, as may be required to attend summer school classes and/or travel to the place where such classes are to be held. To be effective said application must be approved by the Superintendent.
8. The Board shall grant one (1) day for the purpose of attending the marriage of a member of the immediate family.
9. The Board shall grant time necessary for persons called into temporary active duty, not to exceed three (3) months, of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A member shall be paid his regular pay in addition to any which he receives from the State or Federal Government.
10. The Board shall grant five (5) workdays to individual Association members to be used for the purpose of marriage.
11. Other leaves of absence with pay may be granted by the Board for any good reason, and extensions or renewals of leaves shall be granted if approved by the Superintendent.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

1. A leave of absence without pay of up to two (2) years shall be granted to any member who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either such programs, or accepts a Fulbright Scholarship.

2. A member may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.

3. Military leave without pay shall be granted to any member who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

4. a.) Any member shall apply for a child-rearing leave as soon as a pregnancy is medically confirmed and said leave shall be granted. No salary shall be paid this employee while on maternity leave. A member, upon return to employment, shall not be advanced on the salary schedule from that position which he/she occupied when applying for the child-rearing leave of absence if the leave has extended beyond ninety (90) school days in one school year. A child-rearing leave shall not extend more than two (2) years after the start of the leave. Return from child-rearing leave shall occur only at the beginning of a semester or school year.

b.) Any member adopting a child shall receive leave without pay which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for adoption, not to exceed a period of two (2) years. At the member's request, a member on leave shall be placed on the substitute list of the Hunterdon Central Regional High School district. If the leave exceeds one (1) month, the return to employment must coincide with the beginning of a school year.

c.) For the purposes of this Agreement, disability leave is defined by State of New Jersey regulations. Child-rearing leave for tenured members of the Association does not include leave with salary or benefits.

5. a.) Upon return from leave granted pursuant to Section 1, 2, or 3 of this ARTICLE, a member shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that the time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. However, credit on the salary schedule for leaves taken pursuant to Section 3 of this ARTICLE shall be limited to a maximum of four (4) years. Upon return from leaves granted pursuant to Sections 1, 2, or 3 of this ARTICLE, the salary increment received by the member shall be determined by the value of leave to the position held by the member. "Value of leave" shall be determined by the following criteria:

1) demonstrated acquisition of new knowledge and/or skills consistent with the Association member's current job description, and

2) completion of a plan by the Association member for use of new knowledge and/or skills at Hunterdon Central Regional High School.

b.) All benefits to which a member was entitled to at the time of his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon return, and he/she shall be assigned to a position on the same basis as if he/she had been employed by the Board during the period of his/her absence.

6. All extensions or renewals of leaves shall be applied for in writing to the Superintendent within thirty (30) days prior to the expiration of such leave. The Superintendent will submit requests of applicants for extensions or renewals of leave to the Board of Education within thirty (30) calendar days of receipt. Responses to requests for extensions or renewals of leaves shall be received by the applicant no later than ten (10) days after the next Board of Education meeting.

ARTICLE IX

SABBATICAL LEAVE

It is the policy of the Board of Education to grant sabbatical leave to administrators for study and/or other valid reasons. For purposes of this policy the term "administrator" shall include individuals who are members of the Hunterdon Central Regional High School Administrators Association.

An Administrative Sabbatical Leave Committee shall be established by the Board of Education. This committee shall consist of the Personnel Committee of the Board of Education, and two members of the Hunterdon Central Regional High School Administrators Association appointed by that Association. An administrator serving on the Administrative Sabbatical Leave Committee may not be a candidate for a sabbatical leave. The committee shall receive applications for sabbatical leave and make appropriate recommendations to the Board with regard to those applications, including salary and the duration of the leave.

An administrator on sabbatical leave shall be considered a regular and fully employed administrator in the Hunterdon Central Regional High School District, and as such, shall be entitled to all rights, privileges, and benefits pertaining thereto.

An administrator on leave shall be paid 60 percent of his/her salary for a full year sabbatical. An administrator on a half year sabbatical shall be paid full salary. No individual shall receive remuneration during a sabbatical in excess of the sum total of his contracted salary and benefits for that time.

A sabbatical leave shall be granted to an administrator by the Board for study in school administration and subject area(s) based upon the following conditions:

1. When the applicant meets the criteria outlined in this policy, including a plan for managing supervisory services, a sabbatical leave shall be granted to a maximum of one administrator if it in no way upsets or harms the educational process.
2. Individuals who wish to apply for administrative sabbatical leave must submit their request in writing to the Superintendent not later than September 1 of the academic year prior to the year for which the sabbatical is requested.
3. The Superintendent will deliver the request to the Administrative Sabbatical Committee before September 15 of the academic year prior to the year for which the sabbatical is requested.
4. The Administrative Sabbatical Leave Committee will make its recommendation to the Board of Education prior to the January Board meeting of the academic year in which the request is made.
 - a. The Chairman of the Sabbatical Leave Committee will notify the applicants of the outcome by February 1 of the academic year in which the request is made.
 3. In making its decision the Administrative Sabbatical Leave Committee shall be guided by, and the applicant's request should include, the following matters:

- a. the nature and purpose of the leave;
- b. its duration;
- c. the applicant's intent to apply for a grant, fellowship, or scholarship;
- d. the date of the applicant's most recent sabbatical, if applicable and;
- e. the benefit of the sabbatical leave to the school district.

The Administrative Sabbatical Leave Committee shall not regard any one of the above enumerated criteria as a mandatory requirement for sabbatical leave, but, rather, each application shall be considered on the basis of its own merit.

An administrator who has completed sabbatical leave shall be morally obligated to continue his/her employment with the District for a period not less than twice the duration of the sabbatical.

Upon completing the sabbatical, the recipient shall make a written report to the Board of Education which details the value of the sabbatical to (1) personal growth and (2) school improvement, and which provides a plan for sharing of the report's contents with the faculty and staff of the school.

Individuals who find it necessary to terminate their sabbaticals before the normal date of expiration must notify the Superintendent immediately. If for any reason the recipient of a sabbatical leave must terminate the sabbatical leave within a period of 90 days prior to its beginning, the second ranking applicant will commence a leave at a mutually agreed-upon date at a salary comparable to the salary status of the applicant, had he/she been accepted as the number one ranking applicant.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

In our rapidly changing society administrators and supervisors must constantly review curricular content, teaching methods and materials, education philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for upgrading and updating of administrative and supervisory staff performance and attitudes. The Board and the Association support the principle of continuing training of administrative and supervisory staff and the improvement of instruction.

1. To work toward the ends stated above, the Board agrees to establish a procedure by which members may appeal decision on authorization to attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions. Within ten (10) days after signing the Agreement, the Superintendent and the President of the Association shall each appoint two (2) persons to a committee, selecting a Chairperson, who shall be a voting member, among themselves to reach these ends. The Superintendent and the President of the Association may, from time to time, replace members appointed by them.

2. Education Expenses

a. All graduate course work for which the school district is expected to make payment must be approved in advance of any type of commitment by the school district Superintendent, subject to appeal pursuant to Section 1 of this ARTICLE.

b. The items for reimbursement are tuition, fees, and required textbooks. Textbooks retained by the administrator or supervisor shall be reimbursed at fifty percent of cost. Those textbooks deposited in the school's professional library shall be reimbursed at one hundred percent of cost.

c. Reimbursement will be made by the Board of Education upon submission by the administrator or supervisor to the Superintendent of receipts for payment from the college and the bookstore. Payment will be made following submission by the Association member of evidence that the course has been satisfactorily completed and a passing grade received. To be considered passing, a grade must be accepted toward graduate credit by the college attended.

d. For Association members, the Board of Education will pay the tuition for a maximum of twelve (12) graduate credits within one (1) year, non-accumulative. Association members on sabbatical leave shall be paid the tuition for all courses that are in field and in excess of a maximum of twelve (12) credits. Whether or not courses are in the field shall be determined by the Superintendent.

e. In the case of Association members who are not under tenure in the district, the Board of Education will reimburse for tuition to a maximum of nine (9) graduate credits within one (1) year, non-accumulative. A member is considered to be under tenure as of the first (1st) day of the fourth year of employment.

f. For employees who have achieved tenure in the district and become members of the Hunterdon Central Regional High School Administrators Association, the Board of Education will reimburse for tuition to a maximum of twelve (12) graduate credits within one (1) year, non-accumulative. An employee who has achieved tenure in the district prior to becoming a member of the Association is considered to be under tenure as of the first (1st) day of the third year of employment.

g. A year is defined as being from July 1st of one year to June 30th of the following year.

h. Fees are defined as including registration fees, special fees necessary to course taking, e. g. lab fees, library fees, parking fees, matriculation fees and thesis fees. No other fees will be reimbursed. The Board of Education has final authority to determine relevancy of fees as applied to course taking.

3. Professional Development

a. The Board of Education shall appropriate \$2,000.00 during the first year of the Agreement (July 1, 1989-June 30, 1990); \$3,000.00 during the second year of the Agreement (July 1, 1990-June 30, 1991); and \$4,000.00 (July 1, 1991-June 30, 1992) during the third year of the Agreement for use in professional development of the supervisors and administrators in the Association.

b. The funds dedicated for professional development shall first be used to send three of the Association members to the regional or national conference of their choice on an annual basis. The Association will recommend to the Principal and the Superintendent those members who are to attend.

c. The remaining monies shall be used in the following manner:

(1) The Board of Education and the Association agree to cooperate in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction, administration and supervision. For this purpose, the Board of Education shall appoint one individual and the Association one individual to plan for these events.

(2) Association members shall be encouraged to attend workshops, conferences, seminars and programs other than those requiring overnight accommodations designed to improve the quality of instruction, administration, and supervision. The attendance at these events shall be approved by the immediate supervisor and the Principal.

ARTICLE XI

INSURANCE PROTECTION

1. The Board will provide individual and full family health-care insurance coverage as provided by the New Jersey Public and School Employees Health Benefits Program.
2. The Board of Education agrees to furnish each Association member and his/her dependents with a co-pay prescription plan.
3. The Board shall supply dental coverage to each Association member and his/her dependents.
4. All fringe benefits granted to the faculty are automatically granted to all administrators and Association members. In addition, two fringe benefits are granted to all administrators and Association members:
 - a.) The Board of Education will establish and maintain for each administrator and Association member an annuity plan not to exceed an individual cost of \$400.00 to the Board of Education in any one fiscal year for the basic plan. This will be paid following the June Board meeting each year. Individuals may make additional contributions on their own behalf.
 - b.) The Board of Education will provide a disability salary protection plan as prescribed by State of New Jersey law, to be funded on a co-pay basis by the Board of Education and the individual Association member.

ARTICLE XII

BOARD'S RIGHTS

The Board and the Association agree that except as modified by law and the Agreement, the Board of Education has the right:

- A. To direct employees of the school district;
- B. To hire, assign, retain or discharge employees of the school district;
- C. To maintain efficiency of the school district operation entrusted to it; and
- D. To determine methods, means, and personnel by which such operations are to be conducted.

ARTICLE XIII

RETIREMENT BENEFIT PROGRAM

The Board agrees to implement a Retirement Benefit Program.

1. Eligibility: All full-time employees who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the district and are eligible for pensions benefits as defined by Title 18A:6601 et seq "Teacher Pension and Annuity Fund."

a. Exceptions: No employee shall be entitled to the Retirement Benefit Program upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.

2. Benefit: Each eligible employee shall receive a retirement benefit of one (1) day's salary (a benefit day) for each three (3) days accumulated unused sick leave but not to exceed forty-five (45) benefit days.

3. Payment Dates: Retirement benefit payments shall be made in a lump sum by July 1 next following the school year in which the eligible employee terminates. Such payment shall be in addition to such annual salary for the year in which he/she terminates. These payments are computed at 1/220 of individual's salary.

4. Accumulation Date: The effective starting date for accounting cumulated unused sick leave is July 1, 1956.

5. This ARTICLE is subject to change by reason of changes in the law, and it is expressly understood will be applied in accordance with the law.

6. A stipend of five hundred dollars (\$500.00) shall be given to a full-time employee who has acquired seventy (70) unused accumulated sick days at the close of the school year in which said employee has accumulated seventy (70) days. The stipend shall be given to any particular employee only once.

7. A stipend of five hundred dollars (\$500.00) shall be given to a full-time employee who has acquired one hundred and ten (110) unused accumulated sick days at the close of the school year in which said employee has accumulated one hundred and ten (110) days. The stipend shall be given to any particular employee only once.

8. Memorandum of Understanding:

The Hunterdon Central Regional High School Administrators Association reserves the right to discuss compensation for unused sick days on an individual basis upon a member's retirement with the Board of Education and/or its representatives.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association Policy.

B. Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Copies of this Agreement shall be reproduced at the expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all members now employed, hereafter employed, or considered for employment by the Board.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:

1. If by the Board to the Association:

President
Hunterdon Central Regional High School
Administrators Association
Hunterdon Central Regional High School
Flemington NJ 08822

2. If by the Association to the Board:

Secretary
Board of Education
Hunterdon Central Regional High School
Flemington NJ 08822

E. Every effort will be made to see that coordinators will not be required to teach classes because of the heavy demands of the job and the demands upon their time.

G. The Board, in recognizing the importance of professional affiliations, will pay for such professional dues in an amount not to exceed \$450.00 per Association member.

H. Memorandum of Understanding between the Board and the Association:

The Board of Education will provide per diem temporary secretarial staff when needed to meet work responsibilities mandated by the Board of Education and/or the Superintendent.

ARTICLE XV

SALARY GUIDE

The following procedure shall be used to determine the annual salary for each member of the Hunterdon Central Regional High School Administrators Association. The worksheet appended to this agreement follows the procedure as outlined.

1. Salary ranges for the various levels of administrators in the Association (Department Supervisors/Coordinators, Vice Principals, Supervisor of Athletics, Educational Media Specialist, Supervisor of Vocational Programs) will be established each year by using as a base figure the third quartile (Q3) salary of Principals for Group 4 schools as reported during the previous year in the NJEA Research Bulletin on School Administrators, after adjustment. This previous year's third quartile figure will be adjusted by using the Consumer Price Index for the New York/Philadelphia area to project the third quartile figure for the current year. Add the Consumer Price Index (CPI) percentage to one hundred percent (100%), then multiply by the Q3 figure.
2. A specified percentage (see Table 1 below, which is based on the administrative position) of the projected salary established in Section 1 of this ARTICLE is then taken to adjust the salary. This adjusted amount is then used as a base figure for calculating minimum and maximum possible salary ranges for each of the administrative positions.

TABLE 1

Department Supervisors/Coordinators	83%
Supervisor of Athletics	83%
Supervisor of Vocational Programs	83%
Vice-principals	80%
Educational Media Specialist	80%

3. Based on the outcome established in Section 2 of this ARTICLE, the minimum salary for each administrative position will be twenty to thirty percent (20-30%) less than this adjusted salary figure while the maximum salary for each position will be twenty percent (20%) more than the adjusted salary figure. In order to make the transition from the 1988-89 salary guide to the Q3 salary guide, Table 2 must be used to determine the actual percentage. Table 2 is based on the yearly sum of Categories A (Service with Title) and E (Retirement Points) of the Q3 formula for each Association member.

TABLE 2

20% less if Sum of (A and E) > 25 years
22% less if Sum of (A and E) = 24-25 years
24% less if Sum of (A and E) = 22-23 years
26% less if Sum of (A and E) = 20-21 years
28% less if Sum of (A and E) = 18-19 years
30% less if Sum of (A and E) < 18 years

4. The minimum salary determined in Section 3 of this ARTICLE will then be adjusted accordingly using the point values established under the following criteria (See Appendices of this Agreement for Definitions of Terms for Section 4, Parts A through E):

A. Service with Administrative Title

1-3 years - 1 point
4-6 years - 2 points
7-9 years - 3 points
10-12 years - 4 points
13-15 years - 5 points
16-18 years - 6 points
19-21 years - 7 points
22-24 years - 8 points
More than 24 years - 9 points

B. Education

Masters Degree = 1 point
Masters Degree
+ 15 credits = 2 points
Masters Degree
+ 30 credits = 3 points
Masters Degree
+ 45 credits = 4 points
Masters Degree
+ 60 credits = 5 points
Doctorate = 6 points

C. Performance Evaluation

Unsatisfactory = 0 points
Fair = 1-4 points
Satisfactory = 5-8 points
Good = 9-12 points
Excellent = 13 + points

D. Responsibility

1. Vice-principals (Number of Students Under Supervision)

0-400 = 1 point
401-600 = 2 points
601-800 = 3 points
801-1200 = 4 points

2. All Others (Number of Personnel Under Supervision)

0-5 = 1 point
6-10 = 2 points
11-15 = 3 points
16-20 = 4 points
More than 20 = 5 points

E. Retirement Points (Years in Education)

15-17 years	- 1 point
18-20 years	- 2 points
21-23 years	- 3 points
24-26 years	- 4 points
27-29 years	- 5 points
30 or more years	- 6 points

5. The dollar value for each point is determined for each administrative position by taking one percent (1 %) of the specified percentage in Section 2 of this ARTICLE times the projected mean salary (after the cost of living adjustment) as indicated in the NJEA Research Bulletin on administrator's salaries (Supervisor's rating) for Group 4 schools.

6. The total points determined in Section 4 of this ARTICLE are then multiplied by the respective dollar value determined in Section 5 of this ARTICLE. This dollar total is added to the minimum salary for a specific position established in Section 3 of this ARTICLE. This establishes each individual Association member's salary within the minimum and maximum limitations.

7. If an individual's salary does not fall within the limitations established, the Board of Education may limit the individual's increase to the maximum salary figure indicated in Section 3 of this ARTICLE.

8. The Board of Education reserves the right to withhold any portion of a salary increment if the Association member's evaluation is less than a satisfactory rating.

9. Performance Evaluation Criteria and Determination

a. A four section evaluation model will be employed to determine the performance evaluation of each Association member, beginning with the third year of this Agreement (July 1, 1991-June 30, 1992). During the first two years of this Agreement (July 1, 1989 through June 30, 1991), the Board and the Association agree to rate all Association members as Good or above for the purposes of establishing individual salaries (a minimum of 9 performance points per individual Association member) in the Performance Evaluation section of the Q3 salary formula. The four sections of the evaluation model and their percentage weights in the performance evaluation formula are:

(1) Checklist	30%
(2) Self-evaluation	10%
(3) Immediate supervisor's evaluation report	50%
(4) Principal or Superintendent's evaluation report	<u>10%</u>
TOTAL	100%

b. The Board of Education and the Association mutually agree to establish a committee containing equal representation from the Board and the Association to formally prepare and finalize the evaluation instruments to be used in determining performance evaluation ratings as listed in Section 9, part a. of this ARTICLE.

c. Special Projects (1-4 possible points)

(1.) The actual number of points awarded shall be included within the performance evaluation section of the Q3 salary formula. The Association member and the Superintendent shall mutually agree upon the actual number of points to be awarded after review of the Immediate Supervisor's evaluation report and the Principal or Superintendent's evaluation report (Article XV, Section 9. a., subsections (3) and (4)).

(2.) To receive consideration for salary points within the performance evaluation section, special projects must be proposed by the Association member to the Superintendent and must conform to the following criteria:

(a.) the project(s) must involve work and/or time beyond the scope of the eight hour contract day;

(b.) the project(s) must exceed work included in the Association member's job description and/or work performed by school personnel with a similar title;

(c.) the project(s) must have a significant impact on the school community,

(d.) projects which receive remuneration in other ways, such as through stipends, federal/state grants, and other non-school funding sources are excluded;

(e.) projects which are mandated by local, state, and/or federal regulations, and which are encompassed within the scope of the Association member's job description are excluded; and

(f.) projects which are required by participation in a professional development or graduate education program are excluded.

(3.) The number of special project points to be awarded within the performance evaluation section are to be negotiated yearly with the Superintendent, and will be determined by the following criteria:

(a.) length of time of the project,

(b.) number of presentations involved in the project,

(c.) number of participants involved in the project, and

(d.) other factors unique to specific projects.

d. If no mutually agreeable result is forthcoming based upon the deliberations of the committee established by the Board and the Association in Section 9, part b. of this ARTICLE during the first two years of this Agreement (July 1, 1989 through June 30, 1991), the matter will be submitted to binding arbitration for resolution. If no resolution is forthcoming prior to the third year of the Agreement, (commencing July 1, 1991 and ending June 30, 1992), all Association members will receive a rating of Good or above (a minimum of 9 points in the performance evaluation section of the Q3 formula) for the third year of the Agreement unless extenuating circumstances arise, which will be resolved through binding arbitration.

e. All monies allocated for performance evaluation compensation in the Q3 formula will be spent during the fiscal year.

10. Salary monies allocated to individual Association members under the terms of the

Q3 salary formula in Sections 1 through 9 of this ARTICLE will be distributed in equal amounts to individual Association members during the three years of the Agreement. Additional salary monies to be allocated to individual Association members prior to and during the third year of this Agreement (July 1, 1991 - June 30, 1992) based upon implementation of the Performance Evaluation section of the Q3 formula are in addition to the average salary figure per Association member during the three years of the Agreement.

11. Before individual Association member salaries for each year of the Agreement are set, a comprehensive review and updating of each member's salary status will be conducted within the parameters of the Q3 salary formula.

ARTICLE XVI
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992.

Negotiations on a successor Agreement, as provided in Article II, shall commence no later than October 1, 1992. Discussions on the general operation of Hunterdon Central Regional High School are appropriate at any time.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective secretaries.

Hunterdon Central Regional High School
Administrators Association

Hunterdon Central
Regional High School
Board of Education

By John Salvone
President

By Randy E. Friedman
President

By William R. Feswick
Secretary

By Norma Lachain
Secretary

Date October 3, 1989

Date Oct 3, 1989

APPENDICES

Definitions of Terms: Salary Formula

A. Service with Administrative Title: Defined as "any public school service with administrative title."

B. Education: Defined as "degrees awarded from accredited institutions of higher education."

C. Performance Evaluation: Defined in Article XV, Section 9 of this Agreement

D. Responsibility: Defined as referring to--

1. adults, "the number of persons for whom written evaluations are authored by an Association member", and

2. students, "the number of students for whom a vice-principal, supervisor/coordinator, and/or educational media specialist is responsible for during the school day."

Specific numbers of adults and students for whom responsibility is defined in this proposal will be based upon data supplied by the New Jersey Department of Education on September 30 of each year of the Agreement between the Board of Education and the Association.

The following categories represent the individuals and groups for whom Association members have responsibility:

Vice principals: secretaries, students, duty personnel

Subject area supervisors/coordinators: secretaries, teachers, students*

Supervisor of Athletics: secretaries, coaches

Educational Media Specialist: secretaries, students

--Refers to students only in the area of special projects.

E. Retirement Points: Defined as "years in education as defined by the New Jersey Teachers Pension and Annuity Fund, and if applicable, additional years of service in public education outside of the State of New Jersey."

Q3 Salary Formula Worksheet (Refer to Article XV)

1. Q3 (1987-1988) \times (CPI % + 100%) _____

Projected Q3 (1988-1989) = _____

2. Q3 (1988-89) \times Administrative % _____

Adjusted Q3 (1988-1989) = _____

3. Minimum Salary

Adjusted Q3 (1988-1989)
 \times (.70-.80) _____

Minimum Base = _____

Maximum Salary

Adjusted Q3 (1988-1989)
 \times 1.20 _____

Maximum Base = _____

4. Points

Service with Admin. Title = _____

Education = _____

Performance = _____

Responsibility = _____

Retirement Points = _____

*--Includes Special Project points,
if applicable.

TOTAL POINTS _____

5. Point Value

Mean (1987-1988) -
X (CPI % + 100%) _____

Projected Mean (1988-1989) -
X Specific Admin. % _____

Adjusted Mean (1988-1989) -
X 1% factor _____

Dollars / point - _____

6. \$ point
X points

\$ (Adjustment to Minimum Base)

Minimum Base - \$

+ Adjustment
from Points - \$

Salary (1989-1990) - \$ _____